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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

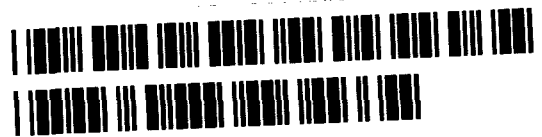
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HENRY AND ROSE VAWTER,
Plaintiffs

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL,
LLC; TWIN CAPITAL MORTGAGE;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS; JP MORGAN
CHASE BANK; and Doe Defendants 1 through
20, inclusive,
Defendants.

NO. **C09-1585** JLR
NOTICE OF REMOVAL



09-CV-01585-CMP

TO: THE CLERK OF THE COURT;
AND TO: MELISSA A. HUELSMAN, Melissa A. Huelsman, P.S., plaintiffs'
attorneys of record.

PLEASE TAKE NOTICE THAT Defendant PAUL FINANCIAL, LLP, pursuant to 28
U.S.C. §§ 1331, 1441 and 1446 hereby gives formal notice of removal of this action to the
United States District Court for the Western District of Washington at Seattle from King
County Superior Court. The removal of this action is premised upon original jurisdiction.
Defendant states the grounds for removal as follows:

NOTICE OF REMOVAL - 1
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Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

ORIGINAL

NOTISS. 564 30244

1 1. Defendant Paul Financial, LLP is represented by the undersigned counsel at
2 Williams Kastner & Gibbs, PLLC and has consented to removal.

3 2. Defendant JP Morgan Chase Bank is represented in this matter by Davis Wright
4 Tremaine, LLP and has consented to removal as evidenced by the attached Exhibit A.

5 3. Defendant Twin Capital Mortgage, Inc. is represented in this matter by
6 Ambrose Law Group, LLC and has consented to removal as evidence by the attached Exhibit
7 B.

8 4. Defendant Quality Loan Service Corporation of Washington has not yet
9 appeared in this action but has consented to removal as evidenced by Exhibit C.

10 5. The consent of defendant Mortgage Electronic Registration Systems is not
11 required because plaintiff has not served said defendant with service of process. *Salveson v.*
12 *Western States Bankcard Ass'n*, 731 F.2d 1423, 1429 (9th Cir. 1984).

13 6. Plaintiffs served the Summons and Complaint on (1) defendant Quality Loan
14 Service Corporation of Washington on September 10, 2009; (2) defendant Paul Financial, LLC
15 on October 9, 2009; (3) and defendant Twin Capital Mortgage, Inc. on October 12, 2009.
16 Plaintiffs filed their Complaint in King County Superior Court on August 21, 2009, under King
17 County Cause No. 09-2-31265-6 SEA. The Western District of Washington has adopted the
18 "last-served" rule, meaning that the 30-day period to file, or join in, a notice of removal begins
19 to run on the day of service on the last-served defendant. *Myer v. Nitetrain Coach Co., Inc.*,
20 459 F. Supp. 2d 1074, 1078-79 (W.D. Wash. 2006). Therefore, removal is timely under 28
21 U.S.C. § 1446(b).

22 7. Pursuant to 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders
23 served upon defendants, which papers include the Summons and Complaint, are attached as
24 Exhibit D.
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NOTICE OF REMOVAL - 2

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2673744.1

Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

1 8. This Court has original jurisdiction over plaintiffs' action under 28 U.S.C. §
2 1331, as plaintiffs have alleged a violation the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.*
3 The Court has jurisdiction over plaintiffs' state law claims under 28 U.S.C. § 1367.

4 9. This Court is the proper venue under 28 U.S.C. § 1441(a) because it is in the
5 district and division that embraces the place where the state court action has been initiated.

6 10. Defendants hereby remove this case from King County Superior Court to the
7 United States District Court for the Western District of Washington at Seattle.

8 11. Promptly upon filing this Notice of Removal, defendants will provide a written
9 notice to plaintiffs in accordance with 28 U.S.C. §1446(d). Defendants will likewise file a
10 copy of the Notice of Removal with the Clerk of the King County Superior Court.

11 12. By seeking removal, defendants do not waive any defenses, including but not
12 limited to lack of personal jurisdiction, insufficiency of process, or insufficiency of service of
13 process.

14 13. Defendant reserves the right to amend or supplement this Notice of Removal.

15 14. This Notice of Removal is signed pursuant to Fed. R. Civ. P. 11.

16 Wherefore, having fulfilled the statutory requirements for removal of this action,
17 defendants hereby remove this action from the Superior Court of Washington for King County
18 to the United States District Court for the Western District of Washington.

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NOTICE OF REMOVAL - 3

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2673744.1

Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

1 DATED this 6th day of November, 2009.

2 By s/John T. Fetters, WSBA#40800
3 Dana A. Ferestien, WSBA #26460
4 John T. Fetters, WSBA #40800
5 WILLIAMS, KASTNER & GIBBS PLLC
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10 Email: dferestien@williamskastner.com
11 jfetters@williamskastner.com

12 Attorneys for Defendant Paul Financial, LLC
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NOTICE OF REMOVAL - 4

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2673744.1

Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing with the Clerk of the Court on November 6, 2009, and we caused to be served on the following counsel in the manner indicated below:

Melissa A. Huelsman, WSBA #30935
MELISSA A. HUELSMAN, P.S.
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(206) 447-0115 Facsimile
Mhuelsman@predatorylendinglaw.com

- ☒ Via Legal Messenger
- ☐ Via Facsimile
- ☐ Via electronic mail (ECF)
- ☐ Via U.S. Mail
- ☐ Via Overnight Courier

Attorneys for plaintiffs

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Matthew Sullivan, WSBA #40873
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(206) 757-7700 Facsimile
FredBurnside@dwt.com
matthewsullivan@dwt.com

- ☒ Via Legal Messenger
- ☐ Via Facsimile
- ☐ Via electronic mail (ECF)
- ☐ Via U.S. Mail
- ☐ Via Overnight Courier

Attorneys for defendant JP Morgan Chase Bank

Christopher R. Ambrose, WSBA #26237
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(503) 222-0984 Facsimile
crambrose@ambroselaw.com

- ☐ Via Legal Messenger
- ☐ Via Facsimile
- ☒ Via electronic mail (ECF)
- ☐ Via U.S. Mail
- ☐ Via Overnight Courier

Attorneys for defendant Twin Capital Mortgage, Inc.

NOTICE OF REMOVAL - 5
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Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

1 Joni M. Derifield
2 MCCARTHY & HOLTHUS, LLP
3 19735 10th Ave NE, Suite N-200
4 Poulsbo, WA 98370
(206) 319-9100
(206) 780-6862 Facsimile
jderifield@mccarthyholthus.com

5 Attorneys for defendant Quality Loan Service
6 Corporation of Washington

- ☐ Via Legal Messenger
☐ Via Facsimile
☒ Via electronic mail (ECF)
☐ Via U.S. Mail
☐ Via Overnight Courier

7
8 DATED this 6th day of November, 2009.

9 By s/John T. Feters, WSBA#40800
10 Dana A. Ferestien, WSBA #26460
11 John T. Feters, WSBA #40800
12 WILLIAMS, KASTNER & GIBBS PLLC
13 601 Union Street, Suite 4100
14 Seattle, WA 98101-2380
15 Telephone: (206) 628-6600
16 Fax: (206) 628-6611
17 Email: dferestien@williamskastner.com
18 jfeters@williamskastner.com

19 Attorneys for Defendant Paul Financial, LLC
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NOTICE OF REMOVAL - 6

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Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HENRY AND ROSE VAWTER,
Plaintiffs

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL,
LLC; TWIN CAPITAL MORTGAGE;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS; JP MORGAN
CHASE BANK; and Doe Defendants 1 through
20, inclusive,
Defendants.

NO.

JOINDER IN NOTICE OF REMOVAL
OF ACTION BY DEFENDANT JP
MORGAN CHASE BANK

Defendant JP Morgan Chase Bank, N.A., as the acquirer of certain assets and liabilities
of Washington Mutual from the FDIC, acting as receiver, hereby joins in defendant Paul
Financial, LLC's Notice of Removal to this Court of the state court action described in the
Notice of Removal.

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JOINDER IN NOTICE OF REMOVAL OF ACTION BY
DEFENDANT JP MORGAN CHASE BANK, N.A. - 1
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Davis Wright Tremaine LLP
LAW OFFICES
Suite 2200 • 1201 Third Avenue
Seattle, Washington 98101-3045
(206) 622-3150 • Fax: (206) 757-7700


DWT 13540616v1 0036234-000028

EXHIBIT **A**

1 DATED this 5th day of November, 2009.

2
3 Davis Wright Tremaine LLP
4 Attorneys for Defendants JPMorgan Chase
5 Bank, N.A., as acquirer of certain assets and
6 liabilities of WaMu from the FDIC, acting
7 as receiver, and Bank of America, N.A.

8 By


9 Fred Burnside, WSBA #32491
10 Matthew Sullivan, WSBA #40873
11 1201 Third Avenue, Suite 2200
12 Seattle, Washington 98101-3045
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15 e-mail: fredburnside@dwt.com
16 e-mail: matthewsullivan@dwt.com
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JOINDER IN NOTICE OF REMOVAL OF ACTION BY
DEFENDANT JP MORGAN CHASE BANK, N.A. - 2

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DWT 13540616v1 0036234-000028

Davis Wright Tremaine LLP
LAW OFFICES
Suite 2200 • 1201 Third Avenue
Seattle, Washington 98101-3045
(206) 622-3150 • Fax: (206) 757-7700

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HENRY AND ROSE VAWTER,

Plaintiffs

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL,
LLC; TWIN CAPITAL MORTGAGE;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS; JP MORGAN
CHASE BANK; and Doe Defendants 1 through
20, inclusive,

Defendants.

NO.

JOINDER IN NOTICE OF REMOVAL
OF ACTION BY DEFENDANT TWIN
CAPITAL MORTGAGE, INC.

Defendant Twin Capital Mortgage, Inc. hereby joins in defendant Paul Financial,
LLC's Notice of Removal to this Court of the state court action described in the said Notice of
Removal.

DATED this 5th day of November, 2009.

By s/ 
Christopher Ambrose

Attorneys for defendant Twin Capital
Mortgage, Inc.

JOINDER IN NOTICE OF REMOVAL OF ACTION BY
DEFENDANT TWIN CAPITAL MORTGAGE, INC. - 1

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Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 468-6600

EXHIBIT **B**

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HENRY AND ROSE VAWTER,

Plaintiffs

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL,
LLC; TWIN CAPITAL MORTGAGE;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS; JP MORGAN
CHASE BANK; and Doe Defendants 1 through
20, inclusive,

Defendants.

NO.

JOINDER IN NOTICE OF REMOVAL
OF ACTION BY DEFENDANT
QUALITY LOAN SERVICE
CORPORATION OF WASHINGTON

Defendant Quality Loan Service Corporation of Washington hereby joins in defendant
Paul Financial, LLC's Notice of Removal to this Court of the state court action described in the
said Notice of Removal.

DATED this 5th day of November, 2009.

MCCARTHY & HOLTHUS, LLP

By s/ Joni M. Derifield

Attorneys for defendant Quality Loan Service
Corporation of Washington

JOINDER IN NOTICE OF REMOVAL OF ACTION BY
DEFENDANT QUALITY LOAN SERVICE CORPORATION OF
WASHINGTON - 1
M&H #: WA09-41508

McCarthy & Holthus LLP
19735 10th Ave NE, Suite N-200
Poulsbo WA 98370
PH: (206) 319-9100
FAX: (206) 780-6862

EXHIBIT 



Information on King County Superior Court Case #: 09-2-31265-6
Search Title: 900.0504: 09-2-31265-6 - WA Superior

Performed on: Thu Nov 5 2009 9:02:12 PST
Client/Matter Number: 900.0504
Case #: 09-2-31265-6

Summary	Names	Docket	Documents	Attorneys	Schedule
SUMMARY Information					
Title: VAWTER ET ANO VS QUALITY LOAN SERVICE CORP OF WASHINGTON ET AL Judgment#: NO Filed: 08/21/2009 Cause of Action: TORT-OTHER Resolution: Completion: Case Status: 08/21/2009 - ACTIVE Consolidated cases: Note #1: Note #2: Off-line Date:			Records Located: Seattle Judge Id: 13 Additional Info: Resolution Date: Completion Date : Restore Date:		

NAMES Information

* - Total participants 9. Click on the BAR number (or SCOMIS ID) for more detail.

Name: VAWTER, HENRY
Relation to Case: PLA01
Date:
Name: VAWTER, ROSE
Relation to Case: PLA02
Date:
Name: QUALITY LOAN SERVICE CORP OF WASHINGTON
Relation to Case: DEF01
Date:
Name: PAUL FINANCIAL
Relation to Case: DEF02
Date:
Name: TWIN CAPITAL MORTGAGE
Relation to Case: DEF03
Date:
Name: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
Relation to Case: DEF04
Date:
Name: JP MORGAN CHASE BANK
Relation to Case: DEF05
Date:
Name: HUELSMAN, MELISSA ANN
Relation to Case: ATP01
Litigants: 4,5
Date:
Bar#: 30935 Washington State BAR Association number
Name: AMBROSE, CHRISTOPHER RAY
Relation to Case: ATD01
Litigants: 3
Represented Parties: TWIN CAPITAL MORTGAGE (DEF03)
Date:
Bar#: 26237 Washington State BAR Association number

DOCKET Information

Item Number	Date	Court Code	Description/Name	Secondary Information
1	08/21/2009	CMP	COMPLAINT	
2	08/21/2009	*ORSCS	SET CASE SCHEDULE	02-07-2011ST
3	08/21/2009	JDG13	JUDGE THERESA B. DOYLE, DEPT 13	
4	08/21/2009	CICS	CASE INFORMATION COVER SHEET	
5	08/24/2009	LOCS	ORIGINAL LOCATION - SEATTLE	08-27-2009
6	08/24/2009	NTMOLF	NOTE FOR MOTION DOCKET-LATE FILING	
7	08/24/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
8	08/25/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
9	09/14/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
10	09/16/2009	NTAPR	NOTICE OF APPEARANCE /JPMORGAN /MORTGAGE ELEC REGISTRATION	
11	10/07/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
12	10/19/2009	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	
13	10/29/2009	NTAPR	NOTICE OF APPEARANCE /TWIN CAP	

DOCUMENT Information (Hide this section)

Select	Doc	Date	Pages	Description
	1	08/21/2009	19	COMPLAINT
	2	08/21/2009	6	SET CASE SCHEDULE
	3	08/21/2009	1	CASE INFORMATION COVER SHEET
	4	08/24/2009	2	NOTE FOR MOTION DOCKET-LATE FILING
	5	08/24/2009	1	AFFIDAVIT/DCLR/CERT OF SERVICE
	6	08/25/2009	1	AFFIDAVIT/DCLR/CERT OF SERVICE
	7	09/14/2009	2	AFFIDAVIT/DCLR/CERT OF SERVICE
	8	09/16/2009	2	NOTICE OF APPEARANCE /JPMORGAN /MORTGAGE ELEC REGISTRATION
	9	10/07/2009	1	AFFIDAVIT/DCLR/CERT OF SERVICE

EXHIBIT D

10	10/19/2009	2	AFFIDAVIT/DCLR/CERT OF SERVICE
11	10/19/2009	2	AFFIDAVIT/DCLR/CERT OF SERVICE
12	10/29/2009	3	NOTICE OF APPEARANCE /TWIN CAP

Schedule Information

Begin Date: Imposed	08 28 2009 Event	Track: Due	CN CIVIL TRACK - NORMAL Completed
08/28/2009*	AFFIDAVIT / CONFIRMATION OF SERVICE	09/18/2009	
08/28/2009*	DEADLINE TO FILE STMT ARBITRABILITY	01/29/2010	
08/28/2009*	CONFIRMATION OF JOINDER	01/29/2010	
08/28/2009*	DEADLINE TO TRANSFER CT PROCEEDINGS	02/12/2010	
08/28/2009*	STATUS CONFERENCE	02/12/2010	
08/28/2009*	DISCLOSURE POSS PRIMARY WITNESSES	09/07/2010	
08/28/2009*	JOINT STATUS REPORT		
08/28/2009*	DISCLOSURE POSS REBUTTAL WITNESSES	10/18/2010	
08/28/2009*	DEADLINE TO FILE JURY DEMAND	11/01/2010	
08/28/2009*	FINAL DATE TO CHANGE TRIAL	11/01/2010	
08/28/2009*	DISCOVERY CUTOFF	12/20/2010	
08/28/2009*	EXCHANGE WITNESS/EXHIBIT LISTS	01/18/2011	
08/28/2009*	DISPOSITIVE PRETRIAL MOTIONS	01/24/2011	
08/28/2009*	DEADLINE TO COMPLY WITH ADR		
08/28/2009*	JOINT STATEMENT OF EVIDENCE	01/31/2011	
08/28/2009*	SCHEDULED TRIAL DATE	02/07/2011	

ATTORNEY Information

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705 2nd Ave Ste 501
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Email: Mhuelsman@predatorylendinglaw.com

Data source: Washington State BAR Association

Last Reported:

Fax Number: (206)447-0115

Status: Active

Name: Christopher Ray Ambrose
322 NW 6th Ave Ste 100
Portland, OR 97209-3662

Relation:

Bar number: 26237

Phone: (503) 467-7209

Email: crambrose@ambroselaw.com

Data source: Washington State BAR Association

Last Reported:

Fax Number: (503) 467-7210

Status: Active

NOTE: "The Washington State Administrative Office of the Courts and the Washington State courts do not warrant that the information is accurate or correct and deny liability for any damages resulting from the release or use of the data. In order to assure or verify the accuracy of the information or data received, the customer should personally consult the "official" record repositing at the court of record.

FILED

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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE;
ELECTRONIC REGISTRATION SYSTEMS;
JP MORGAN CHASE BANK and Doe
Defendants 1 through 20, inclusive,

Defendants.

Case No.

COMPLAINT FOR TEMPORARY
AND PERMANENT RESTRAINING
ORDER; INFLECTION OF
EMOTIONAL DISTRESS; BREACH OF
FIDUCIARY OR QUASI-FIDUCIARY
DUTY; VIOLATIONS OF THE
CONSUMER PROTECTION ACT;
VIOLATIONS OF THE TRUTH IN
LENDING ACT, 15 U.S.C. §1601, *et seq.*

I. PARTIES

1.1 Plaintiffs Henry Vawter and Rose Vawter, who are a resident of King County, Washington, and pleads the following allegations, states that those allegations are true of their own knowledge, except as to matters stated on information and belief, and as to those matters, they believes them to be true.

1.2 Defendant Quality Loan Service Corporation ("QLS") is a Washington corporation which acts as a foreclosing trustee in connection with foreclosing on deeds of trust secured by real property located in King County, Washington and in other counties within the State of Washington. Defendant QLS is in the process of trying to complete a foreclosure of

1 the Vawters' home, which is scheduled to take place on August 28, 2009.

2 1.3 Defendant Paul Financial, LLC ("Paul Financial") is registered as a California
3 corporation which was registered as a foreign corporation with the Washington Secretary of
4 State until it reported being dissolved as of April 23, 2008. However, Paul Financial, LLC is
5 currently listed as an active Delaware corporation by the California Secretary of State as of the
6 date of the filing of this Complaint. Defendant Paul Financial was NOT ever licensed as a
7 consumer loan company with the Washington State Department of Financial Institutions, as
8 required under Washington law. Nevertheless, Defendant Paul Financial did provide mortgage
9 lending services to the citizens of the State of Washington in 2007, and potentially before and
10 after that year, in contravention of Washington law. In connection with that lending business,
11 Defendant Paul Financial did obtain a security interest in real property located in Washington
12 state and in particular, in the Plaintiffs' real property.
13

14 1.4 Defendant Twin Capital Mortgage ("Twin Capital") is a California corporation
15 which was registered as a foreign corporation with the State of Washington until it was
16 dissolved on April 1, 2009. Defendant Twin Capital is still an active California corporation
17 with offices located in California. Defendant Twin Capital was also previously licensed as a
18 mortgage broker with the Washington State Department of Financial Institutions until its
19 licensed was terminated on or before December 31, 2007. Defendant Twin Capital did engage
20 in the business of brokering mortgage loans for borrowers in the State of Washington and
21 providing mortgage brokering services. However, in connection with the Plaintiffs' loan, as
22 described more fully below, Defendant Twin Capital did utilize the services of loan originators
23 who were not properly licensed with the State of Washington and/or who did not even apply to
24 become loan originators in the State of Washington, as required by its laws.
25
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27

1 1.5 Defendant Mortgage Electronic Registration Systems ("MERS") is a corporation
2 located in Virginia which was NOT registered or licensed to conduct business in the State of
3 Washington at the time of the transaction complained of herein. Nevertheless, MERS conducts
4 business in the State of Washington by purporting to obtain a beneficiary interest in Deeds of
5 Trust that constitute liens on real property located in Washington, including the Plaintiff's real
6 property.
7

8 1.6 Defendant JP Morgan Chase Bank , National Association ("JP Morgan") is a
9 national bank which has offices and branches located in the State of Washington. Defendant JP
10 Morgan also provides mortgage lending and mortgage servicing services to homeowners across
11 the country, including in Washington state. Defendant JP Morgan purports to be the owner/
12 holder of the Plaintiffs' mortgage loan and Promissory Note and/or the mortgage loan servicer.
13 Plaintiffs cannot properly ascertain its real role in connection with their mortgage loan.
14 However, Defendant JP Morgan, by and through its purported "Attorney in Fact", Christina
15 Allen, to appoint Defendant Quality as the Successor Trustee under a Deed of Trust which
16 secured debt that the Vawters owe to Defendant Paul Financial that is secured by their real
17 property located in King County, Washington.
18

19 1.7 The true names and capacities of Does 1 through 20, inclusive, whether
20 individual, corporate, partnership, associate or otherwise, are presently unknown to Plaintiffs,
21 who therefore sues said Defendants by such fictitious names. Plaintiffs alleges, based upon
22 information and belief, that each Defendant is responsible in some manner for the events
23 described herein and is liable to Plaintiffs for the damages he has incurred. Plaintiffs will
24 amend this Complaint to show the true names and capacities of the Doe Defendants when the
25 same have been ascertained.
26
27

1.8 At all times mentioned herein, the Defendants, and each of them, were the agents, servants, representatives and/or employees of each of the remaining Defendants and were acting within the course and scope of such agency or employment. The exact terms and conditions of the agency, representation or employment relationships are presently unknown to Plaintiff, but when the information is ascertained, leave of court will be sought to insert the appropriate allegations.

II. FACTUAL ALLEGATIONS

2.1 The Vawters are an elderly couple living on Social Security benefits and a small retirement pension in their home where they have resided for more than 38 years. Because the Vawters are on a fixed income, they have had financial difficulties in the last several years related to their inability to maintain mortgage payments and contend with medical expenses and necessary home repairs. Sometime in late 2006 and early 2007 the Vawters were solicited regarding a new mortgage loan by Defendant Twin Capital. They received mailings which indicated that they could refinance their home at a better interest rate and reduce their monthly payments. The Vawters were in need of some cash because they were required to make major repairs to the plumbing at their home and they did not have the funds to pay for it themselves.

2.2 The Vawters were contacted by Defendant Twin Capital to ask about getting a new mortgage loan. The Vawters spoke with a man who identified himself as Brad Butler. The Vawters were advised that they could get a new loan at fantastic interest rates that would reduce their payment amounts significantly, even though they needed to get cash out of the transaction. The Vawters were also advised that they could use the new loan to pay off all of their outstanding debts. The Vawters then agreed to submit a loan application, and they did so by telephone, providing Mr. Butler and Defendant Twin Capital with the relevant information

1 about their income and assets. The Vawters provided Mr. Butler will completely accurate
2 financial information, including their income from Social Security and from the pension. At
3 that time the Vawters had some of their family members living in the home and were receiving
4 sporadic contributions from these family members. They are unsure if they told Mr. Butler
5 about this income since it was not guaranteed. Their total monthly income, without any family
6 contributions, was approximately \$1,700.00. The Vawters now know and understand that Mr.
7 Butler or someone else at Defendant Twin Capital completed a loan application for the Vawters
8 which did not list any income at all. The loan application, purportedly signed by Mr. Butler on
9 January 17, 2007 (it is actually dated 1/17/06, but presumably this was simply a scrivener's
10 error since the date was close to the change in year), indicates that the Vawters' current
11 monthly payment is \$1,726.00 on the mortgage, and that the new payment would be \$1,377.00
12 with an interest rate on the loan of 2.95% on a "5/1 Fixed Pick-A-Payment" loan. The Vawters
13 did not have and still do not have any understanding of what an adjustable rate loan is nor did
14 they request one. They understood that they were going to get a fixed rate loan because that is
15 what they asked for and understood.

18 2.3 The Vawters received a letter from Defendant Twin Capital sometime in
19 January 2007, but they are unsure of the exact date. The letter is dated January 16, 2007 –
20 consistent with the purported signature of Mr. Butler on the loan application. However, the
21 copy of the application which was included with that letter has a date stamp in the lower right
22 corner of January 18, 2007 and the Vawters did not date stamp the document. Therefore, they
23 maintain that the documents were not placed in the mail until at least January 18, 2007 by
24 someone at Defendant Twin Capital. (Numerous other documents which accompanied the
25 letter have this same date stamp.) The letter asked the Vawters to return to Defendant Twin
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27

1 Capital some documentation, including information about their homeowners' insurance, their
2 mortgage recent mortgage statement and their most recent bank, savings and investment
3 account statements. The letter did NOT ask for any documentation of their income.

4 2.4 Also included with the Twin Capital letter dated January 16, 2007 was a Good
5 Faith Estimate ("GFE") bearing that same date in the upper right corner, with the date stamp of
6 January 18, 2007 in the lower right corner. That document indicates that Defendant Twin
7 Capital was proposing a loan for the Vawters in the amount of \$306,000 with an interest rate of
8 2.95%. The mortgage broker fee was listed as \$3,519.13, with another \$3,855.00 in additional
9 junk fees added in which served no legitimate purpose except to inflate the profits of Defendant
10 Twin Capital. Included in those junk fees was \$255.00 as a courier fee. There is no reason that
11 the Vawters needed or should have paid a fee for a "courier" in order to obtain a mortgage loan.
12

13 2.5 The Vawters did not understand the contents of the documents which were sent
14 by Defendant Twin Capital, but they continued to work with that entity to try to get a mortgage
15 loan because they believed it was in their best interests to do so. After receiving this
16 information Defendant Twin Capital, they did not ever receive any similar or legally required
17 documentation from Defendant Paul Financial by the mail or otherwise prior to loan signing.
18 In fact, it was not until they were actually signing loan documents that the Vawters knew who
19 the entity was that was making their mortgage loan. Sometime in late January or early
20 February 2007, Defendant Twin Capital advised the Vawters that someone would come to their
21 home to have them sign loan documents. The Vawters were contacted by a female notary who
22 arranged to come to their home to conduct the loan signing. The notary came to their home and
23 had them sign the entire loan package, without affording them an opportunity to review the
24 loan documents prior to signing.
25
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27

1 2.6 The Vawters do have documents from Defendant Paul Financial which appear to
2 be an attempt to comply with the federal lending disclosure laws. The packets are dated
3 **February 6, 2007** on the cover page, but the GFE included there indicates that it was not
4 prepared until **February 7, 2007**. This GFE indicates that the entire amount of the Vawters'
5 closing costs will be **\$2,016.75**, and that Defendant Paul Financial will pay Defendant Twin
6 Capital a yield spread premium of **\$4,920.00**. As explained more fully below, these amounts
7 bear no resemblance whatsoever to the actual amounts charged to the Vawters. It also notes
8 that there will not be a prepayment penalty. The Note rate is listed as **7.652%**, total loan
9 amount is listed as **\$328,000.00** and the type of loan is nor identified. The principal and
10 interest payments are listed as being **\$1,297.34**. The TILA disclosure documentation, however,
11 indicates that the annual percentage rate is listed as **7.948%** and in virtually indecipherable
12 language not on the TILA disclosure document itself, it is evident that the loan is a 5 year
13 adjustable rate loan amortized over 30 years. The TILA Disclosure document indicates that the
14 rate will adjust for the first time in 4 years, except that the years it will change are listed as
15 1900, 1904, 1905, etc. The Vawters believe that these documents were either brought by the
16 notary or were sent to them after the loan signing took place.

19 2.7 The notary had arranged originally to be at the house earlier in the afternoon so
20 that the Vawters daughter Elizabeth could be present to help them through the process.
21 However, the notary had arrived hours late and Elizabeth had to leave because she had a
22 previous engagement. The Vawters are unsure of the date that they signed the loan documents
23 because they do not have a single document in their possession which bears their signature and
24 has the signature dated. Some of the documents have a typed date of February 19, 2007 on
25 them, but the notary did not provide the Vawters with copies of the signed documents. Instead
26
27

1 the notary left them with blank copies, which he told them constituted exact replicas of the
 2 documents they signed, but the Vawters have no way of knowing whether this is true or not.
 3 More importantly, the Notice of Right to Cancel documents are completely blank where dates
 4 are supposed to be inserted, and the notary did not leave the correct number of documents as
 5 required under federal law.

6
 7 2.8 Included in the stack of documents left at the Vawters' residence is a version of
 8 the loan application which indicates that they are applying for a loan in the amount of
 9 \$328,000.00 and with an interest rate of 1.000%, and it is noted as an "other" type loan, "pick a
 10 pay". That application lists a total income for the Vawters of \$7,331.25! This is more than
 11 FOUR times their actual income! The income is reported as being entirely comprised of Social
 12 Security benefits and a pension, but the amounts are ridiculously inflated. The Vawters did not
 13 see this information when they signed the documents. They were simply told where to sign by
 14 the traveling notary, and they did so. There is another unsigned version of the loan application
 15 left at the Vawters' residence which indicates that they applied for the loan on "02/06/07".
 16 This document also has the completely falsified income information.

17
 18 2.9 The Vawters never received a final HUD-1 Settlement Statement from the
 19 California escrow company that provided the escrow services. Instead, including in the
 20 documentation left with the Vawters was a document entitled "Borrower's Closing Statement"
 21 dated February 15, 2007. That document, and another version of the document dated February
 22 23, 2007 indicates that the closing actually happened on February 15, 2007 – four days before
 23 the loan documents are dated. The Closing Statement indicates that in paying off their existing
 24 mortgage, the Vawters were required to pay a pre-payment penalty of \$7,253.82. The Vawters
 25 had no idea that they were incurring this cost in connection with the making of this loan. In
 26
 27

1 addition to this outrageous charge, the Vawters were required to pay Defendant Twin Capital
2 \$7,823.15 in fees in connection with this loan. This is amount was in excess of \$400 more than
3 the amounts disclosed on the initial GFE provided to the Vawters by Defendant Twin Capital.
4 These additional amounts were not disclosed to the Vawters at least three days before the
5 signing of the loan documents, as required by Washington law. Even more egregiously,
6 Defendant Paul Financial, the mortgage lender, paid Defendant Twin Capital an additional
7 \$6,560.00 to place the Vawters in a loan that was even more disadvantageous to them.
8 Defendant Twin Capital received payments totaling \$14,383.15 in connection with this loan,
9 which was in the total amount of \$328,000.00. This constitutes an amount which represents
10 almost 5% of the total loan amount paid to the mortgage broker! Neither Defendant Twin
11 Capital nor Defendant Paul Financial ever disclosed to the Vawters in advance that a yield
12 spread premium would be paid to anyone. This is in violation of federal and state law.
13
14

15 2.10 Defendant Paul Financial also charged the Vawters for "origination fees",
16 "underwriting fees", etc. in the amount of \$548.95, and they were required to pay escrow fees
17 totaling \$731.00. The Vawters received cash out of \$23,377.19, but they believed when they
18 signed the loan documents that the debt they owed to Wells Fargo had been paid with this loan.
19 That debt was not paid and the Vawters still owe that debt.
20

21 2.11 Included in the packet left at the Vawters by the notary is another GFE from
22 Defendant Twin Capital dated January 16, 2007 which indicates that they are obtaining a loan
23 in the total amount of \$328,000 with an interest rate of 1.000% for a "pick-a-pay" loan. The
24 Vawters maintain that they never received this document at any time before the loan signing
25 and that this was simply included in the packet by Defendant Twin Capital during signing in
26 order to try to falsify its record of disclosures. This document includes amounts which
27

1 correspond exactly to the documentation supplied by the escrow company, which supports the
2 Vawters' position about its creation long after the initial packet was mailed to them on or about
3 January 18, 2007. However, even this fabricated documents does NOT indicate that Defendant
4 Twin Capital will be paid a yield spread premium by Defendant Paul Financial in any amount.
5 A "draft" HUD-1 Settlement Statement prepared by the escrow company dated February 9,
6 2007 also does not include the yield spread premium in the fees being paid to Defendant Twin
7 Capital.
8

9 2.12 The Vawters also have versions of the loan documents in their possession dated
10 February 9, 2007 which are unsigned as well. Included is an Estimated Buyer/Borrower
11 Estimated Settlement Statement by the escrow company also dated February 9, 2007. This
12 document does not include any payment to Defendant Twin Capital for a yield spread
13 premium, but the other payments to that defendant and Defendant Paul Financial are listed as
14 noted above.
15

16 2.13 The version of the "Final" TILA Disclosure statement, also without signature or
17 handwritten dating, which is in the possession of the Vawters indicates that the APR is 7.996%
18 with an adjustable rate that changes for the first time on April 1, 2007 and then once per year
19 until April 2010 when it then supposedly adjusts again on December 2010 and again in April
20 2011. In the February 19, 2007 dated portion of the documents indicate that there IS a
21 prepayment penalty. The Note is dated February 19, 2007 starts with a rate of 7.75% which
22 adjusts for the first time in April 2007 and indicates that the interest rate will change
23 monthly! It indicates that the Vawters monthly payment will change for the first time in April
24 2008. None of this is consistent with the purported initial disclosures nor were any of these
25 terms consistent with the representations being made to the Vawters by the Defendants and
26
27

1 their representatives. The Vawters had no idea that they were paying more money to obtain
2 this loan than the cash that they got out it, nor did they understand that they were being placed
3 in a loan with horrific loan terms that would result in the potential loss of their home. The
4 Vawters began the loan process with almost perfect credit scores but reduced income. This sort
5 of loan with its ridiculous interest rate, constant adjustment and ever increasing payments,
6 along with massively inflated and undisclosed fees and charges was sure to result in financial
7 disaster for the Vawters – which is exactly what has happened.
8

9 2.15 The Vawters were initially advised that Defendant Paul Financial would be
10 servicing their loan. On or about March 16, 2007, they received a letter with that date from
11 Defendant Paul Financial advising that Homecomings Financial would be servicing their
12 mortgage loan, and that all communications with and payment would be mailed to
13 Homecomings Financial. Approximately one month later, on or about May 17, 2007, the
14 Vawters received a letter from Homecomings Financial indicating that Washington Mutual
15 Bank (portions of which has since been acquired by Defendant JP Morgan) would be their loan
16 servicing agent as of June 1, 2007. This was their only notification and the Vawters believe that
17 they did not receive this letter until well after the date of the document and just days before
18 their payment was due. The Vawters have been trying to work with Defendant JP Morgan to
19 obtain an appropriate loan modification for months and have been entirely unsuccessful in
20 receiving any sort of meaningful response. Therefore, they have no choice but to file a lawsuit
21 in order to try to obtain compensation for their losses and stop the foreclosure sale.
22
23

24 2.16 In the Deed of Trust showing Defendant Paul Financial as the Lender, an entity
25 known as Defendant Mortgage Electronic Registration System (“MERS”) is listed as the
26 Beneficiary. This is an absolutely untrue assertion, as Defendant MERS does not ever acquire
27

1 a beneficial interest in mortgage loans. Rather, it exists in order to keep a computerized record
2 regarding the ownership of millions of mortgage loans secured by real property in the United
3 States. The document indicates that Defendant MERS is "acting solely as a nominee for
4 Lender [Defendant Paul Financial] and Lender's successors and assigns, even though the
5 Lender did not identify any successors or assigns during the loan signing process. Defendant
6 Paul Financial's "successors or assigns" did not exist when the Vawters executed the Deed of
7 Trust.
8

9 2.15 What is clear is that the Promissory Note signed by the Vawters is payable to
10 Defendant Paul Financial, and since the security interest document providing the Lender
11 security in the Vawters' real property cannot be separated from the obligation, which is
12 contained in the Promissory Note, it is clear that Defendant Paul Financial is the beneficiary
13 under the Deed of Trust. Certainly unless the Promissory Note has been endorsed payable to
14 Defendant MERS or endorsed in blank and in Defendant MERS' possession, Defendant MERS
15 does not have a beneficial interest in the Vawters' real property.
16

17 2.16 In spite of the fact that there are no recorded Assignments in the records of King
18 County, Washington wherein Defendant Paul Financial and/or Defendant MERS assigned its
19 interest in the Deed of Trust to any other entity, on or about April 24, 2009, a Christina Allen,
20 "Attorney in Fact" for Defendant JP Morgan executed an Appointment of Successor Trustee
21 document in Dakota County, Minnesota, purporting to appoint Defendant QLS as the Successor
22 Trustee. The notarization certification contradicts Ms. Allen's assertion that she is an
23 "Attorney in Fact" for Defendant JP Morgan by stating that she is "of JP Morgan Chase Bank,
24 National Association", as though she is its employee or officer. This document was recorded in
25 the records of King County, Washington on April 28, 2009. Currently, there is no evidence
26
27

1 whatsoever that Defendant Paul Financial no longer owns the Vawters' mortgage loan by
2 having possession of the Promissory Note. It provided the Vawters with a letter right after
3 signing indicating that the servicing of the loan had been transferred to Homecomings, but
4 nothing else. Thus, there is nothing available to the Vawters or anyone else to tell us who, if
5 anyone, has the legal ability to foreclose on their home. Certainly Defendant QLS has not been
6 appointed as the Successor Trustee by an entity which has the apparent legal authority to do so.
7 The Vawters might suspect that Defendant JP Morgan, as the purchaser of some of the
8 assessment of the bankrupt and seized Washington Mutual Bank entities, is authorized to act as
9 a servicing agent, but that does not make it the holder of the Note, which is the only person or
10 entity who has the right to foreclose and appoint persons to conduct the foreclosure.
11

12 2.17 In spite of the fact that Defendant QLS has not been properly appointed as the
13 Successor Trustee, it nevertheless caused a Notice of Trustee's Sale to be recorded in the
14 records of King County, Washington on May 28, 2009, and caused it to be posted at the
15 Vawters' residence and mailed to their residence. The Notice indicates that the sale is
16 authorized because Defendant MERS assigned the beneficial interest, as "nominee for
17 Defendant Paul Financial, LLC" to Defendant JP Morgan. As noted above, there is no record
18 of an Assignment being recorded in the records of King County, Washington. Further, the
19 Vawters maintain that Defendant MERS has no legal authority to make such an assignment
20 because it is not and never has been the holder of the Note nor has it ever been the actual
21 beneficiary under the Deed of Trust. The entirety of MERS' representations about its role and
22 authority to act is false. The foreclosure sale is scheduled to take place on August 28, 2009.
23

24 2.18 For all of these reasons, Mr. and Mrs. Vawter maintain that the foreclosure sale
25 scheduled to take place on August 28, 2009 should be temporarily restrained and eventually
26
27

1 enjoined, until such time as this court makes a determination as to the propriety or impropriety
 2 of the foreclosure sale process, as well as the damages available to the Vawters for the horrific
 3 circumstances surrounding the making of this mortgage loan.

4 **III. CAUSES OF ACTION**

5 **First Cause of Action**

6 **For Temporary Restraining Order and Preliminary Injunction** 7 **As Against Defendants Paul Financial, MERS, JP Morgan and QLS**

8 3.1 Plaintiffs incorporate herein by reference as though fully set forth at length each
 9 and every allegation and statement contained in Paragraphs 1.8 through 2.18, inclusive, of the
 10 Factual Allegations.

11 3.2 By way of the filing of a separate motion, Plaintiffs will move for issuance of a
 12 temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

13 3.3 In order to obtain an injunction, a plaintiffs must show that: (1) they have a clear
 14 legal or equitable right; (2) that they has a well-grounded fear of immediate invasion of that
 15 right, and (3) that the acts complained of are either resulting in or will result in actual and
 16 substantial injury to them. *Kucera v. State, Dept. of Transportation*, 140 Wn.2d 200, 209, 995
 17 P.2d 63 (2000). Such criteria is evaluated by balancing the relative interests of the parties, and
 18 if appropriate, the interests of the public. *Id.* Ultimately, the decision to grant a preliminary
 19 injunction is within the sound discretion of the trial court, with such discretion to be exercised
 20 according to the circumstances of each particular case. *Washington Fed'n of State Employees*
 21 *v. State*, 99 Wn.2d 878, 887 (1983) (citations omitted).

22 3.4 In addition, under the DTA, a borrower must seek to obtain an order restraining
 23 the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in
 24
 25
 26
 27

1 relation to the making of the loan.

2 Second Cause of Action
3 Infliction of Emotional Distress
4 as Against All Defendants

5 3.5 Plaintiffs incorporates herein by reference, as though fully set forth at length,
6 each and every allegation and statement contained in Paragraphs 1.8 through 2.18, inclusive, of
7 the Factual Allegations above, and Paragraphs 3.1 through 3.4, inclusive, of the Causes of
8 Action above.

9 3.6 By their conduct described in this Complaint, all of the Defendants have
10 committed the tort of intentional infliction of emotional distress.

11 Third Cause of Action
12 Wrongful Foreclosure and Breach of the Duty of Good Faith
13 as Against Defendants Paul Financial, MERS, JP Morgan and QLS

14 3.7 Plaintiffs incorporate herein by reference as though fully set forth at length each
15 and every allegation and statement contained in Paragraphs 1.8 through 2.18, inclusive, of the
16 Factual Allegations, and Paragraphs 3.1 through 3.6, inclusive, of Causes of Action above.

17 3.8 Defendants Paul Financial, MERS, JP Morgan and QLS had an obligation not to
18 conduct or attempt to conduct a foreclosure which was in contravention of Washington state
19 law. Plaintiffs maintain that these Defendants did try to foreclose on their home in
20 contravention of Washington law and by causing documents making false assertions about
21 legal rights to be recorded in the records of King County, Washington.

22 3.9 Defendant QLS also has a duty of "good faith" as an alleged trustee under the
23 Deed of Trust Act "(DTA)" and it has violated its duties under the DTA by failing to conduct
24 its business as required under the DTA and by falsely representing that it is the trustee under
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26
27

1 Mr. and Mrs. Vawters' Deed of Trust, when it has never been properly appointed as such by the
2 actual holder of the Vawters' Promissory Note.

3 Fourth Cause of Action
4 Violation of the Truth in Lending Act
5 as Against Defendants Paul Financial

6 3.10 Plaintiff incorporates herein by reference, as though fully set forth at length,
7 each and every allegation and statement contained in Paragraphs 1.8 through 2.18, inclusive, of
8 the Factual Allegations above, and Paragraphs 3.1 through 3.9 inclusive, of the Causes of
9 Action above.

10 3.11 Defendant Paul Financial did violate numerous provisions of the Truth in
11 Lending Act by failing to provide timely and accurate disclosures regarding the costs of the
12 mortgage loan obtained by the Vawters, as required by the Truth in Lending Act. Further,
13 Defendant Paul Financial did not provide Mr. Bobka with accurate and truthful information
14 regarding the interest rate being charged on their mortgage loan, when it would change, nor the
15 finance charges associated with the loan, as described more particularly above.
16

17 3.12 In addition, Defendant Paul Financial did not provide the Vawters with a single
18 completed copy of the Notice of Right to Cancel document and therefore the Vawters are
19 seeking rescission of the loan.
20

21 Fifth Cause of Action
22 Violations of the Consumer Protection Act
23 Based Upon Violations of the Mortgage Broker Practices Act
24 As Against Defendant Twin Capital

25 3.13 Plaintiff incorporates herein by reference, as though fully set forth at length,
26 each and every allegation and statement contained in Paragraphs 1.8 through 2.18, inclusive, of
27 the Factual Allegations above, and Paragraphs 3.1 through 3.12 inclusive, of the Causes of

1 Action above.

2 3.14 Defendant Twin Capital is required to comply with all of the requirements of the
3 Mortgage Broker Practices Act, RCW 19.146 *et seq.* When brokering the Vawters' loan,
4 Defendant Twin Capital did not comply with the following requirements of RCW 19.146.0201
5 (the specific acts or inactions by this Defendant is more particularly described above in the
6 Factual Allegations portions of the Complaint): Defendant Twin Capital employed a scheme or
7 artifice to defraud or mislead Plaintiff; Defendant Twin Capital engaged in unfair and deceptive
8 practices toward Plaintiff; Defendant Twin Capital obtained property by fraud or
9 misrepresentation; Defendant Twin Capital failed to make disclosures to Plaintiff as required
10 by RCW 19.146.030 and any other applicable state or federal law; Defendant Twin Capital
11 failed to comply with numerous requirements of the TILA, 15 U.S.C. § 1601, *et seq.* and/or the
12 Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 *et seq.*; and Defendant Twin Capital
13 collected and charged a fee prohibited by RCW 19.146.030. Defendant Twin Capital is liable
14 for these violations of the Mortgage Broker Practices Act as they constitute *per se* violations of
15 the Consumer Protection Act, entitling the Vawters to damages available under the CPA.
16
17

18 Sixth Cause of Action
19 Violations of the Consumer Protection Act
20 as Against All Defendants

21 3.15 Plaintiffs incorporate herein by reference, as though fully set forth at length,
22 each and every allegation and statement contained in Paragraphs 1.8 through 2.18, inclusive, of
23 the Factual Allegations above, and Paragraphs 3.1 through 3.14, inclusive, of the Causes of
24 Action above.

25 3.16 The conduct of the Defendants constitutes unfair and deceptive business
26 practices in violation of RCW 19.86, it occurred in trade or commerce, has the potential for
27

1 repetition, and impacts the public interest, all in violation of the Consumer Protection Act as it
2 relates to the mortgage loan documents and all related documents signed in 2007; and in
3 connection with the foreclosure proceeding initiated in 2009

4 3.17 Plaintiffs are entitled to treble damages for intentional violations of the
5 Consumer Protection Act, plus attorney fees and costs.
6

7 **IV. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for relief as follows:

- 9 1. General damages in an amount to be determined at trial;
- 10 2. Treble damages for each and every violation of the Consumer Protection Act,
11 plus attorney fees and costs;
- 12 3. Damages, including emotional distress, by the conduct of the Defendants in an
13 amount to be fully proved at the time of trial;
- 14 4. Injunctive relief which may be available against the Defendants prohibiting
15 them from engaging in these prohibited acts in the future, as well as more immediate and
16 temporary injunctive relief in order to prevent the foreclosure sale;
- 17 5. Statutory and/or punitive damages which may be available to Plaintiffs for
18 violations of TILA;
- 19 6. The value of lost use of Plaintiffs' monies, past and future, according to proof at
20 time of trial; and
21
22


23 //

24 //

25 //

26 //

Dated this 21st day of August 2009.


Melissa A. Huelsman, WSBA #30935
Attorney for Henry and Rose Vawter

FILED

09 AUG 21 PM 2:01

KING COUNTY
 SUPERIOR COURT CLERK
 E-FILED
 CASE NUMBER: 09-2-31265-6 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
 IN AND FOR THE COUNTY OF KING

Vawter vs Quality Loan Services Incorporation <hr/>	Plaintiff(s) Defendant(s)	NO. 09-2-31265-6 SE Order Setting Civil Case Schedule (*ORSCS) ASSIGNED JUDGE <u>Doyle</u> 13 FILE DATE: 08/21/2009 TRIAL DATE: 02/07/2011
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A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

 Print Name

 Sign Name

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$200 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this **Schedule** are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule if the case is subject to **mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Fri 08/21/2009	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$220 arbitration fee must be paid	Fri 01/29/2010	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See KCLCR 4.2(a) and Notices on Page 2].	Fri 01/29/2010	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See KCLCR 82(e)]	Fri 02/12/2010	
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)].	Tue 09/07/2010	
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLCR 26(b)].	Mon 10/18/2010	
DEADLINE for Jury Demand [See KCLCR 38(b)(2)].	Mon 11/01/2010	*
DEADLINE for Setting Motion for a Change in Trial Date [See KCLCR 40(d)(2)].	Mon 11/01/2010	*
DEADLINE for Discovery Cutoff [See KCLCR 37(g)].	Mon 12/20/2010	
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	Mon 01/10/2011	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)].	Tue 01/18/2011	
DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(2)].	Tue 01/18/2011	*
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	Mon 01/24/2011	
Joint Statement of Evidence [See KCLCR (4)(k)].	Mon 01/31/2011	*
DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk)	Mon 01/31/2011	*
Trial Date [See KCLCR 40].	Mon 02/07/2011	

III. ORDER

Pursuant to King County Local Civil Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Civil Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 08/21/2009


PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS

Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Nondispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents

All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents. E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

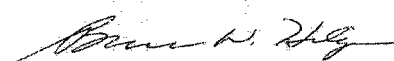
Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. If final order and/or formal proof are entered in the Ex Parte Department counsel is responsible for providing the assigned judge with a copy.

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

FILED

09 AUG 21 PM 2:01

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

Vawter

NO. 09-2-31265-6 SEA

VS

Quality Loan Services Incorporation

CASE INFORMATION COVER SHEET
AND AREA DESIGNATION

CAUSE OF ACTION

(TTO) - TORT, NON-MOTOR VEHICLE

AREA DESIGNATION

SEATTLE - Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

FILED

09 AUG 24 AM 9:01

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 09-2-31265-6 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

NO. 09-2-31265-6 SEA

Plaintiffs,

NOTE FOR MOTION DOCKET
SEATTLE COURTHOUSE ONLY
(Clerk's Action Required)
(NTMTDK)

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE;
ELECTRONIC REGISTRATION SYSTEMS; JP
MORGAN CHASE BANK and Doe Defendants
1 through 20, inclusive,

Defendants

TO: THE CLERK OF THE COURT and to all other parties listed on Page 2:
PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the calendar checked below.

Calendar Date: 8/27/09 Day of Week: Thursday

Nature of Motion: Motion for Temporary Restraining Order

EX PARTE MOTIONS [LR 0.13] - Seattle in W325

The original of this notice must be filed at the Clerk's Office not less than six court days prior to requested hearing date. Motions are scheduled 9:00-11:30 a.m. & 1:30-3:45 p.m. (except as indicated):

☐ Eviction Hearing Time: 9:00 a.m. ☒ Other Ex Parte Motion. Hearing Time: 9:00 a.m.

The original of this notice must be filed at the Clerk's Office not less than fourteen calendar days prior to requested hearing date - Deliver Working Papers (on accountings, contested or complex cases) to W325. Ex Parte hearings do not require confirmation.

☐ Adoption Final Hrg. Hearing Time: 9:00: 1:30: (LR 93.04)☐ Family Law Final Decree ☐ Atty to Appear Hearing Time: ☐ No Attorney Hearing Time: 1:30 p.m.☐ Probate/Grdnshp Hearing Time: 10:30 a.m. (LR 98.04, 98.16, 98.20)**FAMILY LAW MOTIONS [LFLR 6] - Seattle in W291**

The original of this notice must be filed at the Clerk's Office not less than fourteen calendar days prior to the requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance). Must confirm at 296-9340 (LFLR 6). Deliver Commissioner's copies to same room number 3 lines above. SEE PAGE 2 FOR IMPORTANT NOTICE!

☐ Domestic Motion (9:30) ☐ Sealed File Motion (1:30) ☐ Parenting Plan Modification (threshold 1:30)**RALJ READINESS CALENDAR - Seattle**The original of this notice must be filed at the Clerk's Office not less than five court days prior to the requested hearing date. You must bring this document and appear as scheduled. See posted signs for room number and Judge the day of your hearing. ☐ Fridays only (1:30 p.m.)

You may list an address that is not your residential address where you agree to accept legal documents.

Sign: s/s Melissa A. Huelsman, P.S. Print/Type Name: Melissa A. Huelsman

WSBA # 30935 (if attorney) Attorney for: Plaintiff

Address: 705 Second Avenue, Suite 501 City, State, Zip Seattle, WA 98104

Telephone: (206) 447-0103 Date: August 21 2009

Party requesting hearing must file motion & affidavits separately along with this notice. List names, addresses and telephone numbers of all parties requiring notice, (including Guardian Ad Litem) on page 2. Serve a copy of this notice of hearing, with motion documents, on all parties. DO NOT USE THIS FORM TO SET HEARINGS BEFORE CHIEF CIVIL JUDGE OR THE ASSIGNED JUDGE FOR THE CASE.

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Name: Matthew Cleverley
 McCarthy & Holthuss, LLP
 Service Address: 600 Winslow Way East, Suite
 234
 Bainbridge, WA 98110
 WSBA# _____ Atty For: Quality Loan Services,
 Inc.
 Telephone #:

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty For: _____
 Telephone #: _____

IMPORTANT NOTICE REGARDING FAMILY LAW CASES

IF YOU ARE THE PERSON SCHEDULING THIS MOTION, you must confirm this hearing by calling the Family Law Motions Coordinators at 296-9340 between 2:30 p.m. and 4:15 p.m. (3) court days before the hearing and between 8:30 a.m. and 12:00 p.m. (noon) two (2) court days prior to the hearing.

IF YOU OBJECT TO THIS MOTION, under King County Superior Court Rule LFLR 5, your response and accompanying paperwork **must be in writing** and must be delivered, not later than by 12:00 p.m. (noon) of four (4) weekdays (not including court holidays) prior to the hearing to:

- 1) the Superior Court Clerk in Room E609 (the originals go to the Clerk);
- 2) all parties' attorneys (or directly to any party who does not have an attorney); and,
- 3) the Family Law Motions Coordinators in Room W291.

Any statements of a party or witness must be signed, dated and sworn to under penalty of perjury, and must contain the state and city where signed.

The moving party's reply is due by noon two court days prior to the hearing. Check-in time is **9:00 am** for morning hearings and **1:15 p.m.** for afternoon hearings.

THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES. ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY

FILED

09 AUG 24 PM 4:21

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE;
ELECTRONIC REGISTRATION SYSTEMS;
JP MORGAN CHASE BANK and Doe
Defendants 1 through 20, inclusive,

Defendants.

Case No. 09-2-31265-6 SEA

CERTIFICATION OF SERVICE

I, Monique Lefebvre, declare under penalty of perjury as follows:

1. I am over the age of eighteen years, a citizen of the United States, not a party herein, and am competent to testify to the facts set forth in this Declaration.

2. That on August 21, 2009, a delivery was made to Defendant Quality Loan Services, to Attorney Matt Cleverley of McCarthy & Holthus LLP at 600 Winslow Way East, Bainbridge, WA 98110 via e-mail a copy of the Complaint, Note for Motion for Ex-Parte, Temporary Restraining Order.

Dated this 24th day of August 2009 at Seattle, Washington.

s/s Monique Lefebvre
Monique Lefebvre

DECLARATION OF MONIQUE LEFEBVRE - 1

LAW OFFICES OF
MELISSA A. HUELSMAN, P.S.
705 SECOND AVENUE, SUITE 501
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 447-0103
FACSIMILE: (206) 447-0115

FILED

09 AUG 25 AM 10:09

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE;
ELECTRONIC REGISTRATION SYSTEMS;
JP MORGAN CHASE BANK and Doe
Defendants 1 through 20, inclusive,

Defendants.

Case No. 09-2-31265-6 SEA

CERTIFICATION OF SERVICE

I, Monique Lefebvre, declare under penalty of perjury as follows:

1. I am over the age of eighteen years, a citizen of the United States, not a party herein, and am competent to testify to the facts set forth in this Declaration.

2. That on August 24, 2009, a delivery was made to Defendant Quality Loan Services, to Attorney Matt Cleverley of McCarthy & Holthus LLP at 600 Winslow Way East, Bainbridge, WA 98110 via U.S. Mail a copy of the Note for Motion Ex-Parte, Case Information Sheet, Order Setting Civil Case Schedule and the Complaint.

Dated this 25th day of August 2009 at Seattle, Washington.

s/s Monique Lefebvre
Monique Lefebvre

DECLARATION OF MONIQUE LEFEBVRE - 1

LAW OFFICES OF
MELISSA A. HUELSMAN, P.S.
705 SECOND AVENUE, SUITE 501
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 447-0103
FACSIMILE: (206) 447-0115

FILED
09 SEP 14 PM 2:20
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

**SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF
WASHINGTON**

HENRY VAWTER, ET AL,

Plaintiff/Petitioner

Cause #: 09-2-31265-6SEA

vs.
QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON, ET AL,

Defendant/Respondent

Declaration of Service of:

SUMMONS AND COMPLAINT FOR TEMPORARY AND
PERMANENT RESTRAINING ORDER; INFLECTION OF
EMOTIONAL DISTRESS; BREACH OF FIDUCIARY OR
QUASI-FIDUCIARY DUTY; VIOLATIONS OF THE
CONSUMER PROTECTION ACT; VIOLATIONS OF THE
TRUTH IN LENDING ACT, 15 U.S.C. 1601, ET. SEQ.;
ORDER SETTING CIVIL CASE SCHEDULE

Hearing Date:

Declaration:

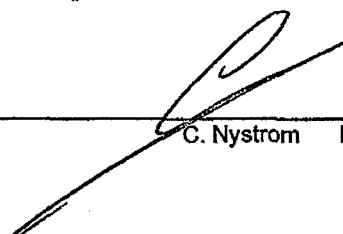
The undersigned hereby declares: That s(he) is now and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the date and time of Sep 10 2009 3:06PM at the address of 19735 N 10TH ST POULSBORO, within the County of KITSAP, State of WASHINGTON, the declarant duly served the above described documents upon QUALITY LOAN SERVICE CORPORATION OF WASHINGTON by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with MATTHEW CLEVERLEY REGISTERED AGENT.

No information was provided that indicates that the subjects served are members of the U.S. military.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: September 11, 2009 at Tacoma, WA

by  _____
C. Nystrom PCR 2055

Service Fee Total: \$ 109.80



ABC Legal Services, Inc.
206 521-9000
Tracking #: 6062140



**ORIGINAL
PROOF OF SERVICE**

VAWTER
Huelsman, Melissa A
705 2nd Ave, #501
Seattle, WA 98104
206 447-0103

SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

Plaintiffs,

v.

QUALITY LOAN SERVICE
CORPORATION OF WASHINGTON; PAUL
FINANCIAL, LLC; TWIN CAPITAL
MORTGAGE; MORTGAGE; ELECTRONIC
REGISTRATION SYSTEMS; JP MORGAN
CHASE BANK and Doe Defendants 1 through
20, inclusive,

Defendants.

Case No. 09-2-31265-6 SEA

SUMMONS

QUALITY LOAN SERVICE CORPORATION OF WASHINGTON; PAUL FINANCIAL,
LLC; TWIN CAPITAL MORTGAGE; MORTGAGE; ELECTRONIC REGISTRATION
SYSTEMS; JP MORGAN CHASE BANK; and Doe Defendants 1 through 20, inclusive,

TO THE DEFENDANTS: A lawsuit has been started against you in the above-entitled court
by Plaintiffs Henry and Rose Vawter. Plaintiffs' claim is stated in the written Complaint, a
copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating
your defense in writing, and by serving a copy upon the person signing this summons within 20
days after the service of this summons, excluding the day of service, or a default judgment may
be entered against you without notice. A default judgment is one where plaintiff is entitled to

SUMMONS - 1

LAW OFFICES OF
MELISSA A. HUELSMAN, P.S.
705 SECOND AVENUE, SUITE 501
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 447-0103
FACSIMILE: (206) 447-0115

FILED

09 SEP 16 PM 1:27

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

HENRY AND ROSE VAWTER,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS;
JPMORGAN CHASE BANK, and Doe
Defendants 1 through 20 inclusive,
Defendants.

Case No. 09-2-31265-6 SEA

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that the undersigned attorneys hereby appear as counsel for
Defendants JPMorgan Chase Bank, N.A., and Mortgage Electronic Registration Systems, and
request that all future papers or pleadings except original process be served upon its said
attorneys at the address stated below.

DATED this 16th day of September, 2009.

Davis Wright Tremaine LLP
Attorneys for Defendants JPMorgan Chase
Bank, N.A., and Mortgage Electronic
Registration Systems

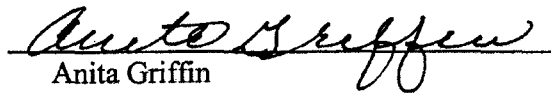
By /s/ Matthew Sullivan
Fred Burnside, WSBA #32491
Matthew Sullivan, WSBA #40873

DECLARATION OF SERVICE

I declare under penalty of perjury that on this day I caused a copy of the foregoing Notice of Appearance to be served upon the following counsel of record:

Melissa A. Huelsman	(X)	By U. S. Mail
Law Offices of Melissa A. Huelsman PS	()	By Federal Express
705 Second Avenue, Ste. 501	()	By Facsimile
Burien, WA 98104	()	By Messenger

Dated at Seattle, Washington this 16th day of September, 2009.


Anita Griffin

FILED

SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

09 OCT 07 PM 12:28

HENRY VAWTER, ET AL,

Plaintiff/Petitioner

Cause #: 09-2-31265-6SEA

KING COUNTY
SUPERIOR COURT CLERK

E-FILED

vs.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON, ET AL,

Defendant/Respondent

Declaration of Service of:

CASE NUMBER: 09-2-31265-6 SEA
SUMMONS AND COMPLAINT FOR TEMPORARY AND PERMANENT
RESTRAINING ORDER; INFLICTION OF EMOTIONAL DISTRESS;
BREACH OF FIDUCIARY OR QUASI-FIDUCIARY DUTY; VIOLATIONS
OF THE CONSUMER PROTECTION ACT; VIOLATIONS OF THE
TRUTH IN LENDING ACT, 15 U.S.C. 1601, ET. SEQ.; ORDER
SETTING CIVIL CASE SCHEDULE

Hearing Date:

Declaration:

The undersigned hereby declares: That s(he) is now and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the date and time of **Sep 10 2009 3:06PM**at the address of **19735 N 10TH ST POULSBO**within the County of **KITSAP**State of **WASHINGTON**

the declarant duly served the above described documents upon

QUALITY LOAN SERVICE CORPORATION OF WASHINGTONby then and there personally delivering **1** true and correct copy(ies) thereof, by then presenting to and leaving the same with**MATTHEW CLEVERLEY REGISTERED AGENT**

No information was provided that indicates that the subjects served are members of the U.S. military.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: September 11, 2009 at Tacoma, WA

by


C. Nystrom PCR 2055

The documents listed above were served in accordance with RCW 4.28.080 and/or client instructions. If service was substituted on another person or left with a person that refused to identify themselves, it is incumbent upon the client to notify ABC Legal Services, Inc. immediately in writing if further attempts to serve, serve by mail, or investigate are required. If service was substituted on another person, pursuant to RCW 4.28.080 (16), service shall be complete on the tenth day after a copy of the documents are mailed to the subject at the address where service was made. Documents were not mailed by ABC Legal Services, Inc.

Service Notes:

SEP 11 2009

FOR FILING

Documents:	22.00	Secretarial:	0.00	Other:	25.00
Travel:	52.80	Postage:	0.00	Total:	109.80
Invalid Address (0)	0.00	Photo:	0.00	Pre-Paid Retainer:	0.00
Proof Preparation:	10.00	Rush / Special:	0.00		
Summons Copy:	0.00	Wait / Stake Out Time:	0.00	AMOUNT DUE	109.80

Client Ref.: **VAWTER**
Huelsenman, Melissa A
705 2nd Ave, #501
Seattle, WA 98104
206 447-0103

CLIENT COPY
PROOF OF SERVICE

ABC Legal Services, Inc.
633 Yesler Way Seattle, WA 98104
206 521-9000
Tracking #: 6062140



FILED

09 OCT 19 PM 3:57

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE;
ELECTRONIC REGISTRATION SYSTEMS;
JP MORGAN CHASE BANK and Doe
Defendants 1 through 20, inclusive,

Defendants.

Case No. 09-2-31265-6 SEA

CERTIFICATE OF SERVICE ON
DEFENDANT PAUL FINANCIAL, LLC

LAW OFFICES OF
MELISSA A. HUELSMAN, P.S.
705 SECOND AVENUE, SUITE 1050
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 447-0103
FACSIMILE: (206) 447-0115

Attorney or Party without Attorney: MELISSA A. HUELSMAN Law Offices Of: MELISSA A. HUELSMAN 705 SECOND AVE. #1050 SEATTLE, WA 98104 Telephone No: 206-447-0103 FAX No: 206-447-0115 mlefebvre@predatorylendinglaw.com Attorney for: Plaintiff				For Court Use Only	
				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court:					
STATE OF WASHINGTON					
Plaintiff: HENRY VAWTER					
Defendant: QUALITY LOAN SERVICE CORPORATION OF WASHINGTON					
AFFIDAVIT OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:	Dept/Div:	Case Number: 09-2-31265-6SEA

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS (AND) COMPLAINT; ORDER SETTING CIVIL CASE SCHEDULE
3. a. Party served: PAUL FINANCIAL, LLC
b. Person served: DENISE JAMESON - VICE PRESIDENT
4. Address where the party was served: 1401 LOS GAMOS DR.
San Rafael, CA 94903
5. I served the party:
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Fri., Oct. 09, 2009 (2) at: 10:15AM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:
on behalf of: PAUL FINANCIAL, LLC
Under CCP 416.10 (corporation)
7. Person Who Served Papers:
a. Matt Anderson

Fee for Service: \$55.00

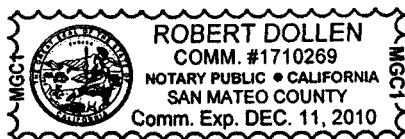
I Declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.



851 Cherry Avenue
Suite 27-105
San Bruno, CA 94066
Phone 650.794.1923
FAX 650.794.1943

10-12-09
(Date)

(Signature)



8. Subscribed and sworn to (or affirmed) before me on this 12 day of October 2009 by Matt Anderson
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

AFFIDAVIT OF SERVICE
SUMMONS & COMPLAINT

(Notary Signature)

mehue.13316

FILED

09 OCT 19 PM 3:59

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 09-2-31265-6 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE;
ELECTRONIC REGISTRATION SYSTEMS;
JP MORGAN CHASE BANK and Doe
Defendants 1 through 20, inclusive,

Defendants.

Case No. 09-2-31265-6 SEA

CERTIFICATE OF SERVICE ON
DEFENDANT TWIN CAPITAL
MORTGAGE

LAW OFFICES OF
MELISSA A. HUELSMAN, P.S.
705 SECOND AVENUE, SUITE 1050
SEATTLE, WASHINGTON 98104
TELEPHONE: (206) 447-0103
FACSIMILE: (206) 447-0115

Attorney or Party without Attorney: MELISSA A. HUELSMAN Law Offices Of: MELISSA A. HUELSMAN 705 SECOND AVE. #1050 SEATTLE, WA 98104 Telephone No: 206-447-0103 FAX No: 206-447-0115 mlefebvre@predatorylendinglaw.com Attorney for: Plaintiff				For Court Use Only	
Insert name of Court, and Judicial District and Branch Court: STATE OF WASHINGTON				Ref. No. or File No.:	
Plaintiff: HENRY VAWTER Defendant: QUALITY LOAN SERVICE CORPORATION OF WASHINGTON					
AFFIDAVIT OF SERVICE SUMMONS & COMPLAINT		Hearing Date:	Time:	Dept/Div:	Case Number: 09-2-31265-6SEA

FILED

09 OCT 29 PM 12:26

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HENRY AND ROSE VAWTER,

Plaintiff,

vs.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL, LLC;
TWIN CAPITAL MORTGAGE; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS;
JP MORGAN CASE BANK and Doe
Defendants 1 through 20, inclusive,

Defendants.

Case No. 09-2-31265-6 SEA

**NOTICE OF APPEARANCE OF
DEFENDANT TWIN CAPITAL
MORTGAGE, INC.**

TO: THE CLERK OF THE COURT

AND TO: ALL PARTIES AND THEIR ATTORNEYS

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that defendant
Twin Capital Mortgage, Inc. ("Defendant"), hereby gives notice of its appearance in the
above-captioned action. All further papers and pleadings, excluding service of process,
should be served upon the undersigned attorneys at their offices located at 200 Buddha
Building, 312 NW Tenth Avenue, Portland, Oregon 97209 (telephone 503.222.0552;
facsimile 503.222.0984). In accordance with CR 55(a)(3), Defendant demands that its

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**PAGE 1 - NOTICE OF APPEARANCE
OF DEFENDANT TWIN CAPITAL MORTGAGE, INC.**

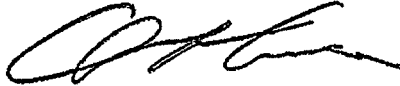
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AMBROSE LAW GROUP LLC
ATTORNEYS AT LAW
200 BUDDHA BUILDING
312 NW TENTH AVENUE
PORTLAND, OREGON 97209
TELEPHONE (503) 222-0552
FACSIMILE (503) 222-0984

undersigned counsel be served with not less than five days' prior written notice of any application for an order of default against it.

DATED this 27TH day of October, 2009.

AMBROSE LAW GROUP LLC



Christopher R. Ambrose, WSBA No. 26237
Of Attorneys for Defendant
Twin Capital Mortgage, Inc.

PAGE 2 - NOTICE OF APPEARANCE
OF DEFENDANT TWIN CAPITAL MORTGAGE, INC.

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AMBROSE LAW GROUP LLC
ATTORNEYS AT LAW
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312 NW TENTH AVENUE
PORTLAND, OREGON 97209
TELEPHONE (503) 222-0552
FACSIMILE (503) 222-0984

CERTIFICATE OF SERVICE

I certify that on the date indicated below, I served the foregoing **NOTICE OF APPEARANCE OF DEFENDANT TWIN CAPITAL MORTGAGE, INC.**, on the attorney of record for plaintiff by placing a true copy in a postage prepaid envelope addressed to said recipient at the address shown below, and depositing the envelope in the mails of the United States Postal Service in Portland, Oregon, on this date, and by sending a true copy to said recipient via facsimile at the facsimile number shown below, also on this date.

Melissa A. Huelsman, P.S.
705 Second Avenue, Suite 501
Seattle, Washington 98104
Facsimile: 206.447.0115
Attorney for Plaintiffs

DATED this 27th day of October, 2009.

AMBROSE LAW GROUP LLC



Christopher R. Ambrose, WSBA No. 26237
Of Attorneys for Defendant
Twin Capital Mortgage, Inc.

CERTIFICATE OF SERVICE

AMBROSE LAW GROUP LLC
ATTORNEYS AT LAW
200 BUDDHA BUILDING
312 NW TENTH AVENUE
PORTLAND, OREGON 97209
TELEPHONE (503) 222-0552
FACSIMILE (503) 222-0984



Thank you. Your document(s) has been received by the Clerk.

Confirmation Receipt

Case Number: 09-2-31265-6

Case Designation: SEA

Case Title: VAWTER ET ANO VS QUALITY LOAN SERVICE CORP OF WASHINGTON ET AL

Filed By: John Fetters

Submitted Date/Time: 11/6/2009 10:26:32 AM

Received Date/Time: 11/6/2009 10:26:32 AM

User ID: FETTERS1

WSBA #: 40800

Document Type	File Name	Attachment(s)	Cost
NOTICE OF APPEARANCE OF PAUL FINANCIAL LLC	NOTICE OF APPEARANCE.pdf		0.00



SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

HENRY AND ROSE VAWTER,

Plaintiffs

v.

QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON; PAUL FINANCIAL,
LLC; TWIN CAPITAL MORTGAGE;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS; JP MORGAN
CHASE BANK; and Doe Defendants 1 through
20, inclusive,

Defendants.

NO. 09-2-31265-6 SEA

NOTICE OF APPEARANCE BY
DEFENDANT PAUL FINANCIAL,
LLC

TO: THE CLERK OF THE COURT;

AND TO: MELISSA A. HUELSMAN, Melissa A. Huelsman, P.S., plaintiffs'
attorneys of record.

Notice is hereby given that the law firm of Williams Kastner & Gibbs PLLC and
attorneys Dana A. Ferestien and John T. Feters hereby enter notice of appearance on behalf of
defendant Paul Financial, LLC, in the above-captioned matter. All further communications
concerning this matter are to be directed to the undersigned.

DATED this 6th day of November, 2009.

NOTICE OF APPEARANCE BY DEFENDANT PAUL FINANCIAL,
LLC - 1

Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, Washington 98101-2380
(206) 628-6600

By s/John T. Fetters, WSBA#40800

Dana A. Ferestien, WSBA #26460

John T. Fetters, WSBA #40800

WILLIAMS, KASTNER & GIBBS PLLC

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Fax: (206) 628-6611

Email: dferestien@williamskastner.com
jfetters@williamskastner.com

Attorneys for Defendant Paul Financial

NOTICE OF APPEARANCE BY DEFENDANT PAUL FINANCIAL,
LLC - 2

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(206) 628-6600

CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing with the Clerk of the Court on November 6, 2009, and we caused to be served on the following counsel in the manner indicated below:

Melissa A. Huelsman, WSBA #30935
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- ☒ Via Legal Messenger
- ☐ Via Facsimile
- ☐ Via electronic mail (ECF)
- ☐ Via U.S. Mail
- ☐ Via Overnight Courier

Attorneys for plaintiffs

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Matthew Sullivan, WSBA #40873
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- ☐ Via U.S. Mail
- ☐ Via Overnight Courier

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- ☐ Via Facsimile
- ☒ Via electronic mail (ECF)
- ☐ Via U.S. Mail
- ☐ Via Overnight Courier

Attorneys for defendant Twin Capital Mortgage, Inc.

NOTICE OF APPEARANCE BY DEFENDANT PAUL FINANCIAL, LLC - 3

Williams, Kastner & Gibbs PLLC
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(206) 628-6600

1 Joni M. Derifield
2 MCCARTHY & HOLTHUS, LLP
3 19735 10th Ave NE, Suite N-200
4 Poulsbo, WA 98370
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☒ Via Legal Messenger
☐ Via Facsimile
☐ Via electronic mail (ECF)
☐ Via U.S. Mail
☐ Via Overnight Courier

5 Attorneys for defendant Quality Loan Service
6 Corporation of Washington

7
8 DATED this 6th day of November, 2009.

9 By s/John T. Fetters, WSBA#40800

10 Dana A. Ferestien, WSBA #26460

11 John T. Fetters, WSBA #40800

12 WILLIAMS, KASTNER & GIBBS PLLC

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18 jfetters@williamskastner.com

19 Attorneys for Defendant Paul Financial
20
21
22
23
24
25

NOTICE OF APPEARANCE BY DEFENDANT PAUL FINANCIAL,
LLC - 4

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